

**SECOND AMENDMENT TO COOPERATIVE PROCUREMENT CONTRACT
BETWEEN THE CITY OF SAN DIEGO AND ANTHEM BLUE CROSS
FOR EMPLOYEE ASSISTANCE COUNSELING SERVICES**

This Second Amendment to the Cooperative Procurement Contract between the City of San Diego and Anthem Blue Cross for Employee Assistance Counseling Services (Second Amendment) is made and entered into by and between the City of San Diego (City) and Anthem Blue Cross (Contractor), and collectively as the "Parties".

RECITALS

1. On July 1, 2015, based on the results of a competitive process, the County of San Diego (County) awarded and executed a contract with Contractor titled "Agreement with Anthem Blue Cross for Employee Assistance Counseling Services", identified as County Contract No. 551684, which was amended on February 1, 2016; July 1, 2016; June 26, 2017; May 3, 2018; and September 1, 2019, which are cumulatively referred to herein as the "Agency Agreement".

2. On September 24, 2019, the City and Contractor entered into a cooperative procurement contract titled "Cooperative Procurement Contract between the City of San Diego and Anthem Blue Cross for Employee Assistance Counseling Services", which is comprised of the Agency Agreement, and the City's cooperative procurement contract and its exhibits, which are cumulatively referred to herein as the "Contract" and incorporated herein by reference.

3. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.

4. On February 13, 2020, the Contract was amended by execution of the First Amendment, which is incorporated herein by reference.

5. The Parties wish to amend the Contract to increase the not-to-exceed amount of the Contract from \$250,000 to \$298,000, for extending the services provided by the Contractor to all City employees, which increases the number of employees offered these services to approximately 11,500 employees. These services do not replace existing EAP services provided by other contractors to City employees.

TERMS

1. Section IV(1) of the Contract on compensation is revised in its entirety to read as follows:

"City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$298,000. Contractor is not obligated to provide

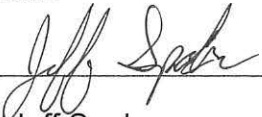
goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount."

2. This Second Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.


3. All provisions of the Contract not addressed in this Second Amendment remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment is executed by City and Contractor acting by and through their authorized officers.

Contractor


By: 
Name: Jeff Spahr
Title: VP, Specialty Businesses
Date: 04/02/2020

City of San Diego

By: 
Name: Kristina Peralta
Director
Title: Purchasing & Contracting
Date: 10 APR 2020

Approved as to form this 13 day of
April, 2020.

MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney
Miguel Merrell
Print Name